



# Request for Proposal 09-X-20782

## For: Foods: Perishable, Liquid Egg Products, Various - DSS

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	02/13/09	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	
<b>Mandatory Site Visit</b>	N/A	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	03/03/09	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey  
Distribution & Support Services  
1620 Stuyvesant Ave.  
W. Trenton, NJ 08625

Date: 01/30/09

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**IMPORTANT NOTICE -**  
**NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

**Note: This is for informational purposes only. Certification is to be completed upon award.**

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
  - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.***

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

[http://www.state.nj.us/treasury/purchase/forms/EO\\_117\\_NOTICE.doc](http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc)

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals for various liquid egg products which will be made available and delivered by the Contractor to Distribution and Support Services (DSS).

The intent of this RFP is to award (a) contract(s) to that (those) responsible bidder(s) whose bid proposals, conforming to this RFP is (are) most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a repurchase of the Foods: Perishable, Liquid Egg Products, Various - DSS term contract, presently due to expire on 04/14/09. Bidders who are interested in the current contract specifications and pricing information may review the current contract T #1265 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

#### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

##### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

##### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.6 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

### **2.0 DEFINITIONS**

#### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.



**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**DSS** – Distribution & Support Services

**QAL** – Quality Assurance Lab at DSS

**ARO** – After receipt of purchase order

## **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

### **3.1 GENERAL INFORMATION:**

#### **3.1.1 ITEM DESCRIPTION / ESTIMATED QUANTITIES:**

This section provides information for contractors to deliver various liquid egg products in quantities as specified on the attached pricing sheet directly to DSS at the following address:

Distribution & Support Services  
1620 Stuyvesant Ave.  
W. Trenton, New Jersey, 08625.

The price sheet may be accessed and printed out by clicking on the appropriate link on the Purchase Bureau webpage for this RFP.

For the purposes of this RFP, some grading and/or technical specifications for each item are also found on the RFP price sheet line items. These “line item” specifications are part of the entire RFP document which constitutes the contract to be entered into with the successful bidder.

The RFP line items listed on the price sheet of this RFP consist of various liquid egg items.

The items listed on the price sheets of this RFP are estimated quantities based upon previous sales for the period of the contract (eight months).

**\*The estimated quantities are based on prior purchases and are to be used for information purposes only. The estimated quantities shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.**

See Section 4.4.7 for Method of Bidding and Price Sheet Instructions.

### **3.2 DELIVERY REQUIREMENTS**

**Delivery times greater than 30 days ARO (after receipt of order) will not be considered.**

### **3.3 DELIVERIES AND INVOICING**

Orders from any contract awarded as a result of this solicitation will be placed in the estimated minimum order quantities listed on each price line item description. Purchase orders will be faxed to contractors in advance. Original purchase orders including payment vouchers will be mailed to contractors. Payment vouchers must be submitted to DSS Accounts Payable for payment.

### **3.4 USDA CERTIFICATION**

The bidder must refer to product specifications contained in this section and/or in the price line item description for any USDA requirements.

### **3.5 ADDITIONAL REQUIREMENTS**

- 3.5.1 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at DSS.
- 3.5.2 Items that are floor loaded upon delivery must be transferred to 48" x 40" four-(4) way grocery pallet by the carrier truck driver before delivery will be accepted.
- 3.5.3 Items that are delivered on other than 48" x 40" four-(4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.
- 3.5.4 Pallet exchange is available.
- 3.5.5 Segregation of product is required (when applicable).
- 3.5.6 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.
- 3.5.7 Full pallets must be broken down to a maximum height of 51" for frozen products and 65" for non-frozen products by the carrier driver.
- 3.5.8 The contractor must deliver quantities awarded and ordered. The contractor cannot change quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint to the Contract Compliance and Audit Unit of the Division.
- 3.5.9 Prices submitted shall be net, FOB Destination for platform (dock) delivery to DSS only in the minimum quantity indicated in each line item description.
- 3.5.10 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from the DSS premises at contractor expense.
- 3.5.11 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing. DSS reserves the right to cancel all or part of any such order and purchase the item or items elsewhere.

- 3.5.12 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the State reserves the right to cancel all outstanding orders.
- 3.5.13 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase product elsewhere, charging any increase in price or handling to the contractor.
- 3.5.14 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for use. Presence of any of these conditions will be cause for complete rejection of the delivery. All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at 0 degrees Fahrenheit or below.
- 3.5.15 Damaged Goods Upon Delivery: Shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS.
- 3.5.16 Unloading Time Limit: Once started, the unloading process may not extend beyond a three (3) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this three (3) hour unloading period has expired.
- 3.5.17 Delivery due dates are indicated for each item ordered on each PO issued and will take vendors ARO delivery requirement into account. Delivery may be made from Monday through Friday (excluding state holidays) from 7:30 AM on but must arrive in time for delivery to be completed by no later than 3:00 PM. No delivery appointments, trucks will be unloaded on a first come, first serve basis.
- 3.5.18 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

The contractor shall provide, for each delivery, a receipt showing the items being delivered and DSS purchase order number. When a contractor delivers to DSS, it shall obtain proof of delivery signed by an authorized employee of the receiving unit or location. This proof of delivery must accompany the contractor's invoice submitted for payment.

3.5.19 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements set forth herein. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.

3.5.20 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two adjacent sides so that palletized cartons may be easily identified. In addition to bid proposal specification requirements, the following must be included:

Contents (industry standard item description)  
State contract number

Cartons not complying with all marking requirements at time of delivery may be refused and returned at contractor's expense. No marking of post delivery cartons will be permitted at DSS.

3.5.21 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS.

3.5.22 Required Block Patterns:

3.5.22.1 Cases of 6/#10 cans must be palletized in 8 block, 7 high configuration before delivery can be accepted.

3.5.22.2 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.

3.5.22.3 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.

3.5.22.4 Standards for height and block patterns can be obtained by calling DSS prior to delivery.

3.5.23 USDA Requirements (If required in this RFP and specified in Section 3.0 Scope of Work):

3.5.23.1 Product offered shall be of the latest season's pack available as of the effective (start) date of the contract. References for determining latest season's pack and shelf life are:

3.5.23.1.1 USDA Seasonal Marketing Guide for Fresh Fruits and Vegetables (Latest Edition).

3.5.23.1.2 USDA Handbook-Usual Planting and Harvesting Date in Principal Producing Areas (Latest Edition).

3.5.23.1.3 USDA Handbook-Fruits and Tree Nuts: Blooming, Harvesting and Harvesting Dates (Latest Edition).

3.5.23.1.4 USDA File Code:145-A-3: Requirements for "Latest Season Pack".

3.5.23.1.5 Department of Defense (DOD) Publication - DOD 4145.19-R-1 Storage and Materials Handling.

Contractor/packers will be required to make such records available to the USDA inspector/grader as may be necessary to document and confirm the month and year of pack. General statements, such as a letter from the contractor/packer indicating that the product is of "latest season pack", will not be acceptable unless the month and year of the pack is included in such letter or statement.

3.5.23.2 The bidders awarded contracts for items which require USDA inspection and certification must forward copies of all specifications, terms and conditions and item descriptions from the original specifications to the entity which is preparing the item for inspection, certification and delivery. Failure to forward this information may delay USDA certification and in turn delay delivery to DSS. Failure to comply with this requirement may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

3.5.23.3 For all shipments (canned, dried or frozen) requiring certificates of grading (USDA –USDC) the certificate must accompany each delivery to DSS. Goods delivered without required certification may be rejected at vendor's expense.

Official USDA roll stamping on each case is also required for all shipments that require a USDA grading certificate. If shipment arrives with case stamping but no certification it will be placed on hold for a maximum of three (3) working days pending fax receipt of appropriate certificate. Failure to provide acceptable certification within 3 working days will result in this conditional acceptance being revoked and storage charges being assessed commencing on the fourth (4th) day and continuing until the shipment is removed from DSS premises. Cash discount terms will be predicated on the date that the delayed certification is received. All costs of inspection and certification will be paid by the vendor.

3.5.23.4 The bidder's signature on the front page of this solicitation will verify and acknowledge that the bidder has ready access to and will provide USDA grading, certification and case stamping as required in each line item description.

3.5.24 Nutritional Data Sheets

If requested by the State, the contractor must furnish nutritional data sheets to DSS within five (5) days of such a request.

**3.6 SPECIAL REQUIREMENTS**

These products will be used in the preparation of such items as scrambled eggs, omelets, quiches, soufflé French toast, casseroles, meat loaf, custards, egg wash, etc.

Prices submitted shall be net, FOB Destination and be subject to no increase during the period of the contract. Escalation clauses are not acceptable.

All item sizes or weights listed in this RFP are minimum requirements. Evaluation will be based on the lowest cost per ounce as the most advantageous to the State where alternate offerings in packaging or weight/size of product are deemed to be acceptable. If no bidder offers the minimum size specified, evaluation will be based on the sizes offered.

All weights referred to in the proposal are net weights.

Contractor carrier personnel shall be subject to and shall comply with all security regulations and procedures for DSS.

Any substitution must be approved by DSS with a minimum of seventy-two (72) hours prior to any delivery attempt. Any non-approved substitutions will be rejected upon delivery at the contractor's expense.

### **3.7 SPECIFICATION FOR FROZEN LIQUID EGGS, SCRAMBLED EGG MIX, REDUCED CHOLESTEROL, LOW SODIUM – LINE ITEM #00001**

#### **SCOPE:**

This specification covers a frozen liquid scrambled egg mix. The product must be reduced cholesterol and low sodium. The product must be packaged in six (6) - 5 lb. poly bags per 30 lb. case.

#### **APPLICABLE DOCUMENTS:**

##### **Federal Food, Drug and Cosmetic Act**

Title 21 CFR, Part 160 -Eggs and Egg Products

Title 9 CFR, Part 590 - Egg Products Inspection Act.

##### **U.S. Department Of Agriculture**

Regulations Governing the Voluntary Inspection And Grading Of Egg Products (7 CFR Part 55)

U.S. Standards for Condition of Food Containers

U.S. Standards for Grades of Nonfat Dry Milk

##### **Association of Official Analytical Chemists**

Official Methods of Analysis of the Association of Official Analytical Chemists, 16<sup>th</sup> Edition

##### **American Public Health Association**

Compendium of Methods for the Microbiological Examination of Foods

#### **REQUIREMENTS:**

##### **INGREDIENTS:**

All ingredients in the liquid egg formulation shall be clean, sound, wholesome, and free from foreign material, evidence of rodent or insect infestation, extraneous material, off-odors, and off-colors.

Minimum ingredient requirements must include the following: egg whites, whole eggs, non-fat milk, citric acid, and beta-carotene.

Optional ingredients include, but not limited to, are listed as follows: guar gum, xanthan gum, carrageenan, natural and artificial flavors, modified food starch, dextrose, yolk flavor, natural vegetable colors, monosodium phosphate, and monopotassium phosphate.

##### **PROCESSING:**

The liquid eggs must be manufactured and processed in accordance with title 21 CFR 160.115, 21 CFR 160.110, and Title 9 CFR 590. The liquid eggs shall have been processed in accordance with USDA regulations governing the inspection of eggs and egg products (9CFR 590). The scrambled egg mix shall be a mixed product made primarily from eggs of the domestic hen broken from the shells and originally in their natural proportions of yolks and whites. The eggs shall be blended with the other ingredients of the formulation and homogenized prior to pasteurization. The mix shall be homogenized and pasteurized within 4 hours following blending. The pasteurization process must be performed in accordance with 9 CFR 590.570.

This process is considered to permit the addition of safe and suitable substances that are essential to the method of pasteurization or other treatment used. Safe and suitable substances are those that perform a useful function in the pasteurization to render the liquid eggs free of viable salmonella micro-organisms.

The pasteurization process should be accomplished by one of the following methods:

a)The homogenized mixture shall be heated to a temperature of 152 deg. F or higher and held at that temperature of 152 deg. F or higher and held at that temperature for not less than 1 minute, then heated to a temperature of not less than 165 deg. F and held at that temperature for not less than 2 seconds.

b)The homogenized mixture shall be heated to temperature of not less than 152 deg. F and held at that temperature for not less than 2.5 minutes.

c)The homogenized mixture shall be heated to a temperature of not less 150 deg. F and held at that temperature for not less than 4.3 minutes.

After processing and pasteurization, the liquid eggs shall be frozen in accordance with 21 CFR 160.110 and 9 CFR 590.536

#### **FINISHED PRODUCT:**

The finished product must be a homogeneous mixture of the ingredients listed in the previous sections. The product must possess a normal, natural yellow color that is characteristic of liquid eggs. There shall be no foreign material contained within the product such as dirt, insect parts, hair, wood, glass or metal. The product shall be free from lumps and must contain a smooth texture. The palatability of the finished product must record a result of 7.00 or above on the hedonic scale from 1.00 to 9.00.

#### **CHEMICAL ANALYSIS REQUIREMENTS:**

<b>TEST</b>	<b>REQUIREMENT</b>
Total solids	10.0 % minimum
Protein content	8.0 % minimum
Total fat content	9.0 % maximum
Total carbohydrates content	3.0 % maximum
Cholesterol	must be reduced by more than 25.0 % in direct comparison with the frozen liquid whole eggs reference food item.
Sodium	140 mg. maximum per 110 gram serving
Calcium	25 mg. minimum per 110 gram serving
Iron	0.25 mg. minimum per 110 gram serving
Beta-carotene	1000 IU minimum per 110 gram serving
Vitamin A	150 IU minimum per 110 gram serving

#### **MICROBIOLOGICAL REQUIREMENTS:**

Standard aerobic plate count	10, 000 CFU maximum
Yeast and mold count	10 CFU/gram maximum

Coliforms	10 CFU/gram maximum
E Coli	negative
Salmonella	negative

#### **PHYSICAL REQUIREMENTS:**

The end item product shall be free from blood spots, meat spots, shell particles, paper and packaging materials, and all other extraneous foreign material. There shall be no off odors such as sour, musty, metallic, putrid, or other objectionable odors.

The temperature of the product upon delivery to the DSS Warehouse shall be at 0 deg. F or below. The product shall not show any evidence of thawing and refreezing.

#### **CERTIFICATION:**

An official USDA PY 200 Condition of Product Certificate for Wholesomeness must accompany each delivery to the State of New Jersey DSS warehouse. The product shall originate, be processed, labeled, and handled in plants which are operated under 7 CFR PART 59.

#### **TEST METHODS:**

Chemical analyses shall be made in accordance with the Official Methods of Analysis of the Association of Official Analytical Chemists, 16th Edition, Chapter: Eggs and Egg products.

Microbiological analyses shall be performed in accordance with the methods outlined in the Compendium of Methods for the Microbiological Examination of Foods of the American Public Health Association, Chapter: Eggs and Egg products, Section: Frozen Eggs.

#### **SHELF LIFE:**

The shelf life of the frozen liquid eggs must be a minimum of twelve (12) months from the date of production stored under proper freezer conditions F 0 deg. F or below.

#### **PACKAGING:**

The preservation, packaging, packing, labeling, and case markings must be as specified in the solicitation, contract, or purchase order. The delivered liquid egg product shall comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sale of liquid eggs within the commercial marketplace. Delivered product shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

### **3.8 SPECIFICATIONS FOR EGGS, WHOLE 20 LB. - BAG IN BOX, CHILLED – LINE ITEM #00002**

**PRODUCT:** Whole eggs 20 lb. bag in box, chilled

#### **DESCRIPTION:**

The product is obtained from fresh, clean, inspected domestic hen eggs (U.S. Grade A or better), homogenized and pasteurized for consistency in freshness and quality. Product is to be Kosher and packed under (U) supervision.

#### **NUTRITIONAL CONTENT: (PER 100 GRAMS)**



CALORIES	150 G.
IRON	1.3 mg/
PROTEIN	11.5 G.
FAT	9.G
SODIUM	125 mg.
CARBOHYDRATE	1.G
POTASSIUM	120 mg.

#### MINERALS

CALCIUM	45.G
PHOSPHORUS	160 MG.
NIACIN	0.07 MG.

#### VITAMINS

VITAMIN A	600 IU.
THIAMINE	0.06 MG.
RIBOFLAVIN	0.50 MG.

#### STANDARDS:

##### A. GENERAL

1. This product shall originate, be processed, marked and handled in plants which are operated under the Federal and State regulations governing the inspection of eggs and egg products.

2. The product must conform in all respects to the requirements of the U.S. Food, Drug and Cosmetic Act and any applicable standards and regulations promulgated by any legal enforcement agency.

3. Product must meet all the provisions of the RFP specification prior to delivery.

##### B. CHEMICAL

1.	Total solids	not less than 24.2%
2.	Protein	not less than 12.0%
3.	Fat	not to exceed 10.0%
4.	Ash	1%
5.	Ph	6.4 - 6.9
6.	Citric acid	0.12 - 0.2%

##### C. MICROBIOLOGICAL

1.	Total plate count	not more than 5,000/grams
2.	Salmonella	negative by USDA standards
3.	Coli form	not more than 10/grams
4.	E.coli	not more than 1/gram
5.	Staphylococcus Coagulase (+)	not more than 1/gram
6.	Yeast and mold	not more than 10/grams

##### D. PROCESSING

1. Pasteurization done according to USDA regulations.
2. Pasteurization and packaging must be achieved within four hours after breaking.
3. Product will not be held in holding tanks prior to packaging.
4. Product will be packaged at less than 40 degrees F.

## **E. DELIVERY**

The shelf life expiration date on each carton must not be less than 9 weeks at the time of delivery to DSS. The external temperature of the product must not exceed 38 degrees F or be less than 30 degrees F at time of delivery to DSS.

## **F. PACKAGING**

BAG: 20 lb. aseptic bag with 1,100 spigot mate structure:

## **G. SHELF LIFE:**

Minimum 10 weeks at 33 degrees - 38 degrees F remaining shelf life of product must be a minimum of 9 weeks at time of delivery by the shelf life expiration date on each carton.

### **3.9 SPECIFICATION FOR FROZEN LIQUID EGGS, SCRAMBLED EGG MIX, LOWERED CHOLESTEROL – LINE ITEM #00003**

#### **SCOPE:**

This specification covers a frozen liquid scrambled egg mix. The product must be lowered cholesterol. The product must be package in six (6) – 5 lb. poly bags per 30 lb. master case.

#### **APPLICABLE DOCUMENTS:**

Federal Food, Drug and Cosmetic Act  
Title 21 CFR, Part 160-Eggs and Egg Products  
Title 9 CFR, Part 590- Egg Products Inspection Act

U.S. Department Of Agriculture  
Regulations Governing the Voluntary Inspection and Grading Of  
Egg Products (7 CFR Part 55)

U.S. Standards for Condition of Food Containers  
U.S. Standards for Grades of Nonfat Dry Milk

Association of Official Analytical Chemists  
Official Methods of Analysis of the Association Of Official  
Analytical Chemists, 16th Edition

American Public Health Association  
Compendium of Methods For The Microbiological Examination Of Foods

#### **REQUIREMENTS:**

##### **INGREDIENTS:**

All ingredients in the Liquid egg formulation shall be clean, sound, wholesome, and free from foreign material, evidence of rodent or insect infestation, extraneous material, off-odors, and off-colors.

Minimum ingredient requirements must include the following: Egg Whites, Whole Eggs, Citric Acid, and Beta-Carotene / Annatto.

Optional ingredients include, but not limited to, are listed as follows: Non-Fat Milk, Guar Gum, Xanthan Gum, Carrageenan, Natural and Artificial Flavors, Modified Food Starch, Salt, Dextrose, Yolk Flavor, Natural Vegetable Colors, Monosodium Phosphate, and Monopotassium Phosphate.

#### **PROCESSING:**

The liquid eggs must be manufactured and processed in accordance with Title 21 CFR 160.115, 21 CFR 160.110, and Title 9 CFR 590. The liquid eggs shall have been processed in accordance with USDA Regulations governing the inspection of Eggs and Egg Products (9CFR 590).

The scrambled egg mix shall be a mixed product made primarily from eggs of the domestic hen broken from the shells and originally in their natural proportions of yolks and whites. The eggs shall be blended with the other ingredients of the formulation and homogenized prior to pasteurization. The mix shall be homogenized and pasteurized within (4) four hours following blending.

The pasteurization process must be performed in accordance with Title 9 CFR 590.570. This process is considered to permit the addition of safe and suitable substances that are essential to the method of pasteurization or other treatment used. Safe and suitable substances are those that perform a useful function in the pasteurization to render the liquid eggs free of viable Salmonella micro-organisms.

After processing and pasteurization, the liquid eggs shall be frozen in accordance with 21 CFR 160.110 and 9 CFR 590.536

#### **FINISHED PRODUCT:**

The finished product must be a homogeneous mixture of the ingredients listed in the previous sections. The product must possess a normal, natural yellow color that is characteristic of liquid eggs. There shall be no foreign material contained within the product such as dirt, insect parts, hair, wood, glass or metal. The product shall be free from lumps and must contain a smooth texture. The palatability of the finished product must record a result of 7.00 or above on the Hedonic Scale from 1.00 to 9.00.

#### **CHEMICAL ANALYSIS REQUIREMENTS:**

<b>TEST</b>	<b>REQUIREMENT</b>
Total Solids	0.0 % minimum
Protein Content	8.0 % minimum
Total Fat Content	2.75 % maximum
Total Carbohydrates Content	3.5 % maximum
Cholesterol	60 mg. maximum Per reference Serving size of 50 grams
Sodium	160 mg. maximum per 50 gram serving
Calcium	10 mg. minimum per 50 gram serving

Iron	0.20 mg. minimum
Vitamin A	50 IU minimum

#### **MICROBIOLOGICAL REQUIREMENTS:**

Standard Aerobic Plate Count	10, 000 CFU/gram maximum
Yeast and Mold Count	10 CFU/gram maximum
Coli forms	0 CFU/gram maximum
E Coli	5 CFU/gram maximum
Salmonella	Negative
Staphylococcus	Negative

#### **PHYSICAL REQUIREMENTS:**

The end item product shall be free from blood spots, meat spots, shell particles, paper and packaging materials, and all other extraneous foreign material. There shall be no off odors such as sour, musty metallic, putrid, or other objectionable odors. The temperature of the product upon delivery to the DSS Warehouse shall be at 0 deg. F or below. The product shall not show any evidence of thawing and refreezing.

#### **CERTIFICATION:**

An official USDA PY 200 Condition of Product Certificate for Wholesomeness must accompany each delivery to the State of New Jersey DSS Warehouse. The product shall originate, be processed, labeled, and handled in plants which are operated under 7 CFR Part 59.

#### **TEST METHODS:**

Chemical analyses shall be made in accordance with the Official Methods of Analysis of the Association of Official Analytical Chemists, 16th Edition, and Chapter: Eggs and Egg Products.

Microbiological Analyses shall be performed in accordance with the Methods outlined in the Compendium of Methods for the Microbiological Examination of Foods of the American Public Health Association, Chapter: Eggs and Egg Products, Section: Frozen Eggs.

#### **SHELF LIFE:**

The shelf life of the frozen liquid eggs must be a minimum of twelve (12) months from the date of production stored under proper freezer conditions of 0 deg. F or below.

#### **PACKAGING:**

The preservation, packaging, packing, labeling, and case markings must be as specified in the solicitation, contract, or purchase order. The delivered liquid egg product shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sale of liquid eggs within the commercial marketplace. Delivered product shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

## **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

## **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

## **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

## **4.4 BID PROPOSAL CONTENT**

### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

#### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines #00001 thru #00003 for evaluation and testing purposes are to be made available at no charge and delivered to DSS, at the bidder's expense. The bidder must, within five (5) working days following a request from the State, submit bid samples to DSS. Bid samples will not be returned. QAL at DSS will conduct laboratory tests to assure that the bid samples submitted for pricing lines #00001 thru #00003 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines #00001 thru #00003. The testing results of the State are final.

#### **Palatability Testing**

The State reserves the right to perform palatability testing of bid samples and products delivered by a test panel appointed by the Chief, DSS. Palatability testing will be supervised and conducted by DSS' Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. If the testing involves a Qualified Product (QPL) and a proposed approved equal basis product, the QPL product will be used as the basis of comparison. In the event a product bid has been determined not to comply with the bid proposal specifications, that product shall not be eligible for contract award.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of ninety (90) days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

#### **4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS**

4.4.7.1 The bidder may submit pricing for any one or more of the pricing lines and does not have to bid all pricing lines.

4.4.7.2 For each line item, the bidder must supply any information as requested on the bid pricing sheets. Failure to provide this information will be cause for rejection of the bid proposal. Phrases such as "various packers", "and others", "to be provided at time of purchase order", or names of countries are not acceptable and may be cause for bid proposal rejection.

4.4.7.3 The State requires delivery within 30 days after receipt of order (ARO). Bidders who offer less than 30 days ARO must specify their delivery lead time on Item #17 of the signatory page. Delivery times greater than 30 days ARO will not be considered.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

#### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of eight (8) months. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all



or part of two (2) eight-month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

### **5.6 ITEMS ORDERED AND DELIVERED**

DSS is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by DSS reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

### **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.9 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20782.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made on an individual line item basis with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

#### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

### **8.0 CONTRACT ADMINISTRATION**

#### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name,

department, division, agency, address, telephone number, fax phone number, and email address.

### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.